

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GSI Commerce Solutions, Inc.		06/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TeamStore, Inc.		
Street Address:	2701 Renaissance Blvd		
Internal Address:	4th Floor		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85124231	OVER THE WALL COLLECTION	
Serial Number:	85065054	TEAMSTORE.COM	
Serial Number:	85097792	TEAMSTORE.COM	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5767		
Phone:	215-569-5767		
Email:	perry@blankrome.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	103315-00115		
NAME OF SUBMITTER:	David M. Perry		

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Signature:	/David M. Perry/
Date:	09/16/2011
Total Attachments: 4 source=GSI_TeamStore Inc. Agreement#page1.tif source=GSI_TeamStore Inc. Agreement#page2.tif source=GSI_TeamStore Inc. Agreement#page3.tif source=GSI_TeamStore Inc. Agreement#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 17, 2011 (the "Effective Date"), is made by and between GSI Commerce Solutions, Inc., a Delaware corporation (the "Assignor"), and TeamStore, Inc., a Delaware corporation (the "Assignee").

In consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignee and the Assignor hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably assigns, sells, conveys and transfers to the Assignee, and the Assignee hereby accepts the assignment, sale, conveyance and transfer of, all of the Assignor's right, title and interest throughout the world in and to the trademarks and trademark applications set forth on Schedule A hereto (the "Assigned Trademarks"), together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including all common law, statutory and other rights therein.

2. Recordation. The Assignor hereby authorizes Assignee to record this Assignment with the United States Patent and Trademark Office ("PTO") and hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to transfer the ownership of all applications and registrations for the Assigned Trademarks to Assignee as owner of all right, title, and interest therein, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Assigned Trademarks.

3. Further Actions. Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby and to record Assignee as the owner of all trademark or service mark registrations and applications included in the Assigned Trademarks.

4. Assignment; Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when counterparts have been signed by each party hereto and delivered to each other party. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts; *provided* that receipt of copies of such counterparts is confirmed.

6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

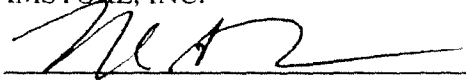
GSI COMMERCE SOLUTIONS, INC.

By: _____

Name:

Title:

TEAMSTORE, INC.

By:  _____

Name: *Mark Menell*

Title:

[Signature Page to the GSI TeamStore Trademark Assignment Agreement.]

SCHEDULE A

Mark	Class	Status	Application No.	Application Date
OVER THE WALL COLLECTION	18, 24, 25	Pending	85/124,231	September 7, 2010
TEAMSTORE.COM	35	Pending	85/065,054	June 17, 2010
TEAMSTORE.COM & Design	35	Pending	85/097,792	August 2, 2010